

ENTERED

January 17, 2023

Nathan Ochsner, Clerk

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

COMPUTE NORTH HOLDINGS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-90273 (MI)
)
) (Jointly Administered)
) **Re: Docket Nos. 91, 256, 767****ORDER APPROVING REJECTION OF EXECUTORY CONTRACTS OR UNEXPIRED
LEASES AND ABANDONMENT OF PROPERTY IN CONNECTION THEREWITH
(FOUNDRY CONTRACTS)
THIRD NOTICE OF REJECTION**

Pursuant to and in accordance with the order of this Court entered on October 24, 2022 [Docket No. 256] (the “Rejection Procedures Order”)² entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and the Debtors having properly filed with this Court and served on the Rejection Notice Parties a notice (the “Rejection Notice”) of their intent to reject certain executory contracts (the “Rejected Contracts”) identified on **Exhibit 1** attached hereto; and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and no timely objections having been filed to the Rejection Notice; and the Court having found and determined that the relief requested is in the best interests of the Debtors, their estates,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Compute North Holdings, Inc. (4534); Compute North LLC (7185); CN Corpus Christi LLC (5551); CN Atoka LLC (4384); CN Big Spring LLC (4397); CN Colorado Bend LLC (4610); CN Developments LLC (2570); CN Equipment LLC (6885); CN King Mountain LLC (7190); CN Minden LLC (3722); CN Mining LLC (5223); CN Pledgor LLC (9871); Compute North Member LLC (8639); Compute North NC08 LLC (8069); Compute North NY09 LLC (5453); Compute North SD, LLC (1501); Compute North Texas LLC (1883); Compute North TX06 LLC (5921); and Compute North TX10 LLC (4238). The Debtors’ service address for the purposes of these chapter 11 cases is 7575 Corporate Way, Eden Prairie, Minnesota 55344.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Rejection Procedures Order.

their creditors, and all parties in interest, and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Rejected Contracts identified on **Exhibit 1** attached hereto are hereby rejected as set forth herein, effective as of the Rejection Date set forth on **Exhibit 1** (the “Rejection Date”).

2. If any affected non-Debtor party (each, a “Counterparty”) to a Rejected Contract asserts a claim arising from the rejection of the Rejected Contract, the Counterparty shall submit a proof of claim against the applicable Debtor by the later of (a) the deadline fixed by the Bankruptcy Court to file general unsecured proofs of claim; or (b) thirty (30) days after the entry of the Rejection Order.

3. If a Counterparty does not timely file a proof of claim in accordance with the terms of the Rejection Procedures Order and this Order, the Counterparty shall not be treated as a creditor with respect to such claims for voting on any chapter 11 plan in these Chapter 11 Cases and shall be forever barred from asserting claims for rejection damages and from participating in any distributions made in connection with these Chapter 11 Cases on account of such rejection damages.

4. Nothing herein shall reject any portion of the Rejected Contract that was partially assigned prior to the Petition Date.

5. Nothing herein shall prejudice the Debtors’ rights to argue that any of the Rejected Contracts were terminated prior to the Petition Date, or that any claim for damages arising from the rejection of the Rejected Contracts is limited to the remedies available under any applicable termination provision of such Rejected Contract or that any such claim is an obligation of a third party, and not that of the Debtors or their estates.

6. Nothing contained in this Order, nor any payment made pursuant to the authority granted by this Order, is intended to be or shall be construed as: (a) an admission as to the validity of any claim against the Debtors, (b) a waiver or limitation of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (c) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (d) an agreement or obligation to pay any claims, (e) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (f) an approval, assumption, or adoption of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

7. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the Rejection Procedures Order or any notice, Foundry Digital LLC, its affiliates, predecessors, successors and assigns, and the representatives of any of the foregoing (collectively, the "Foundry Related Parties") shall not have any obligations or liabilities relating to any Counterparty (including any customer of the Debtors) and/or Rejected Contracts (whether prior to, on or after any Rejection Date or otherwise), and no Rejected Contract counterparty shall have any claims against any Foundry Related Party.

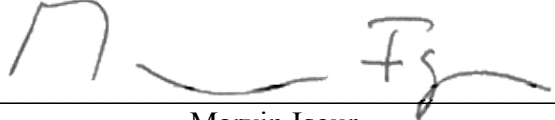
8. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights of or enhance the status of any claim by any party.

9. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to implement the relief granted in this Order.

11. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Signed: January 17, 2023



Marvin Isgur
United States Bankruptcy Judge

Exhibit 1 to Rejection Order**List of Rejected Contracts**

Counterparty Name	Counterparty Notice Information	Contract	Debtor	Proposed Rejection Date
Authority Electric & A/C	Authority Electric & A/C 600 N Birdwell Lane Big Spring TX, 79721	Construction Agreement, dated November 22, 2021	Compute North TX03, LLC (CN Big Spring LLC)	December 11, 2022
Blessing Construction	Blessing Construction P.O. Box 458 Kearney, NE 68848	Construction Agreement, dated August 15, 2019	CN Minden LLC	December 11, 2022
Commonwealth Electric Company	Commonwealth Electric Company Attn Jake Gable 472 26th Ave Columbus, NE 68601	Design-Build Agreement, dated November 24, 2021	Compute North NE13, LLC (CN Minden LLC)	December 11, 2022
Commonwealth Electric Company	Commonwealth Electric Company Attn Jake Gable 472 26th Ave Columbus, NE 68601	Commonwealth Electric Company PO # PO000023	Compute North LLC	December 11, 2022
Galeano, David	David Galeano 6202 NW 116TH PL Miami, FL 33178	Order Form, dated June 9, 2021	Compute North LLC	December 11, 2022
Genesis Global Trading, Inc.	Genesis Global Trading Attn: Michael Moro 250 Park Ave S 5th floor New York, NY 10003	Liquidity Provision Agreement, dated December 31, 2020	Compute North LLC	December 11, 2022
Genesis Global Trading, LLC Foundry Digital LLC	Genesis Global Trading Attn: Michael Moro 250 Park Ave S 5th floor New York, NY 10003 Porter Hedges LLP John F. Higgins M. Shane Johnson Megan N. Young- John, 1000 Main Street, 36th Floor Houston, Texas 77002	Liquidity Direction Agreement, dated December 31, 2020	Compute North LLC	December 11, 2022

Counterparty Name	Counterparty Notice Information	Contract	Debtor	Proposed Rejection Date
	jhiggins@porterhedges.com; sjohnson@porterhedges.com; myoung-john@porterhedges.com			
Grupo Libertad LLC	Grupo Libertad LLC 2826 Palomino Cir San Diego, CA 92037	Colocation Agreement, dated July 11, 2018 and Colocation Addendum	Compute North LLC	December 11, 2022
Haag, Austin	Austin Haag 123 Lexington Ave San Antonio, TX 78205 Austin Haag 7222 47th Street Chevy Chase, MD 20815	Colocation Agreement, dated December 14, 2018	Compute North LLC	December 11, 2022
Haag, Austin	Austin Haag 123 Lexington Ave San Antonio, TX 78205 Austin Haag 7222 47th Street Chevy Chase, MD 20815	Colocation Agreement Addendum, dated December 14, 2018	Compute North LLC	December 11, 2022
Haag, Austin	Austin Haag 123 Lexington Ave San Antonio, TX 78205 Austin Haag 7222 47th Street Chevy Chase, MD 20815	Colocation Agreement Addendum, dated September 1, 2020	Compute North LLC	December 11, 2022
International Fidelity Insurance Company	International Fidelity Insurance Company 1 Newark Center, 20th Floor Newark, NJ 07102-5219	Performance Bond, dated August 12, 2019	Compute North SD, LLC	December 11, 2022
Lancium LLC	Lancium LLC Attn Michael McNamara, CEO 6006 Thomas Road Houston TX, 77041	Software License and Services Agreement, dated December 21, 2020	Compute North LLC	December 11, 2022

Counterparty Name	Counterparty Notice Information	Contract	Debtor	Proposed Rejection Date
MP2 Energy LLC	<p>Mp2 Energy LLC Attn General Counsel 21 Waterway Ave, Ste 450 The Woodlands, TX 77380</p> <p>Cokinos Young, Craig E. Power, Maria M. Bartlett Four Houston Center 1221 Lamar Street, 16th Floor Houston, Texas 77010-3039 mbartlett@cokinoslaw.com; cpower@cokinoslaw.com</p>	Master Energy Sales Agreement, dated June 29, 2022	Compute North Texas LLC	December 11, 2022
Oncor Electric Delivery Company LLC	<p>Oncor Electric Delivery Company LLC 1616 Woodall Rodgers Freeway Ste 5M-042 Dallas, TX 75202 matt.henry@oncor.com</p>	Tariff for Retail Delivery Service, dated April 26, 2022	Compute North Texas LLC	December 11, 2022
Parsons Electric LLC	<p>Parsons Electric LLC Attn Nate Guse 5960 Main St, NE Minneapolis, MN 55432 info@PECSolutions.com</p>	Agreement for Construction Services, dated August 24, 2018	Compute North SD, LLC	December 11, 2022
Khonkhammy, Phoungun	<p>Khonkhammy, Phoungun 2095 Clover Ridge Dr Chaska, MN 55318-2953</p>	Master Agreement, dated February 1, 2022 and Order Form	Compute North LLC	December 11, 2022
United Rentals	<p>United Rentals PO Box 840514 Dallas, TX 75284</p>	United Rentals Purchase Order # PO000105	Compute North LLC	December 11, 2022